

**BOARD OF COUNTY COMMISSIONERS**  
**Grant County, Washington**

**RESOLUTION AUTHORIZING  
EXECUTION OF GRANT COUNTY  
INTERLOCAL PROCUREMENT  
AGREEMENT WITH CLALLAM COUNTY**

084  
RESOLUTION No. 18- -CC

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Grant County, Washington, by and through its Board of County Commissioners, and the County of Clallam, municipal corporations created and situated within the State of Washington, are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

**WHEREAS**, it is the desire of Grant County and Clallam County to enter into an interlocal agreement for the purpose of utilizing each counterpart's procurement agreements, jointly bidding for the acquisition of goods and services, and jointly disposing of property, when such activities and efforts are determined to be in the mutual best interests of the parties.

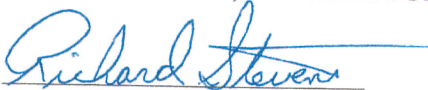
**NOW, THEREFORE, BE IT RESOLVED**, that the attached Grant County Intergovernmental Cooperative Purchasing Agreement be executed between Grant County and Clallam County.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of September, 2018.

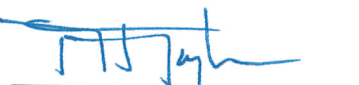
**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

Yea    Nay    Abstain


☒    ☐    ☐

  
Richard Stevens, Chair

☒    ☐    ☐

  
Tom Taylor, Vice-Chair

☒    ☐    ☐

  
Cindy Carter, Member

ATTEST.

  
Clerk of the Board

Contract #  
100221.18.12

#5  
2C  
9/18

GRANT COUNTY  
INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the GRANT COUNTY, Washington, a political subdivision of the State of Washington, and the CLALLAM COUNTY, Washington, a political subdivision of the State of Washington, whose business address is 223 East 4<sup>th</sup> Street, Port Angeles, WA 98362.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; Now, Therefore,

The parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge the parties' mutual interest to jointly bid for the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contract where a price is extended by either party's bidder to other governmental agencies.

2. GENERAL AGREEMENTS.

- a. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
- b. Each agency is responsible for compliance with the additional or varying laws and regulations regarding purchases.
- c. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
- d. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
- e. Each agency shall be responsible for the payment of any item(s) purchases through a contract or purchase order that resulted from this Agreement.

3. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

4. SCOPE. This Agreement shall allow the following activities:

- a. Purchase or acquisition of goods and services and expert and/or consultant services by



each party acting as agent for either or both parties when agreed to in advance, in writing.

- b. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
- c. Disposal of goods by each party acting as agent for the other, or both parties when agreed to in advance, in writing.

5. DURATION AGREEMENT - TERMINATION. This Agreement shall remain in force until terminated by either party in writing. Either party may terminate this Agreement for any cause upon thirty (30) days advance written notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

6. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

7. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

8. FINANCING. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

9. FILING. Executed copies of this Agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this Agreement becoming effective.

10. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

11. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.

12. HOLD HARMLESS. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any

person, firm or corporation not a party to this Agreement.

13. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

DATED: 9/18/18

BOARD OF COUNTY COMMISSIONERS  
CLALLAM COUNTY, WASHINGTON:

Randy Johnson  
Randy Johnson

Mark Ozais  
Mark Ozais

Bill Peach  
Bill Peach

ATTEST:  
Loni Gores 9/18/18  
Loni Gores  
Clerk of the Board

Approved as to form:

Brian Wendt  
Brian Wendt  
Deputy Prosecuting Attorney  
Date: 9-11-2018

DATED: 9-4-18

BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON

Richard Stevens  
Richard Stevens, Chair

Cindy Carter  
Cindy Carter, Vice Chair

Tom Taylor  
Tom Taylor, Member

ATTEST:  
Barbara J. Vasquez  
Barbara J. Vasquez  
Clerk of the Board

Approved as to form:

Jim Mitchell  
Jim Mitchell  
Deputy Prosecuting Attorney  
Date: 9/20/18